8:23-cv-00404-BCB-SMB Doc# 1-1 Filed: Q9/12/23 Page 1 of 41 - Page ID # 8

Image ID: D00867029D01 SUMMONS

Doc. No. 867029

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA 1701 Farnam-Clerk of District Court 1717 Harney-Separate Juvenile Court Omaha NE 68183

Millard Gutter Company v. Safeco Insurance Co.

Case ID: CI 23 5723

TO: Safeco Insurance Co.

DBA: Liberty Mutual Ins. Agency DBA: Liberty Mutual Ins. Group, Inc.

You have been sued by the following plaintiff(s):

Millard Gutter Company

Plaintiff's Attorney: Address:

Philip O Cusic 1350 Woodmen Tower

Omaha, NE 68102

Telephone:

(402) 348-0900

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Nebraska Supreme Court Rule 2-208 requires individuals involved in a case who are not attorneys and representing themselves to provide their email address to the court in order to receive notice by email from the court about the case. Complete and return the attached form to the court if representing yourself. This document is not the same as a response to the lawsuit which must be filed as a separate document.

Date: JULY 19, 2023

BY THE COURT: Puyatal Thoacks
Clerk

8:23-cv-00404-BCB-SMB Doc # 1-1 Filed: 09/12/23 Page 2 of 41 - Page ID # 9

Image ID:
D00867029D01

SUMMONS

Doc. No. 867029

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Safeco Insurance Co. 233 South 13th St Suite 1900 Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.

REGISTRATION OF EMAIL ADDRESS FOR SELF REPRESENTED LITIGANT

IN THE DISTRICT COURT OF Douglas COUNTY, NEBRASKA
1701 Farnam-Clerk of District Court
1717 Harney-Separate Juvenile Court
Omaha NE 68183

Case ID: D 1 CI 23 5723

Millard Gutter Company v. Safeco Insurance Co.

I am currently representing myself in the court case above.

I am not registered with the court-authorized service provider.

I must register my email address with the court before I have filed any documents in this case, or within 10 days after I received a notice from the court. This is required by Neb. Ct. R. § 2-208(C)(1).

If I do not have the ability to receive emails, I must use this form to tell the court why I cannot get email service.

☐ My email address where I will receive notices	s from the court for this case is:
I understand that emailing documents to this email	address is considered to meet legal notice requirements.
I am responsible to notify the court if I change my Change of Contact Information form (DC 3:02). N	email address or other contact information by completing the leb. Ct. R. §§ 2-208(E).
I do not have the ability to receive emails. Th	e reason I cannot receive email is:
Signature	Date
Name	Street Address/P.O. Box
Phone	City/State/ZIP Code

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MILLARD GUTTER COMPANY, a Corporation d/b/a MILLARD ROOFING AND GUTTER,) CASE NO: CI
Plaintiff,)) COMPLAINT
VS.)
SAFECO INSURANCE COMPANY., A LIBERTY MUTUAL INSURANCE CO. a/k/a LIBERTY MUTUAL INSURANCE AGENCY a/k/a LIBERTY MUTUAL INSURANCE GROUP, INC.,))))
Defendant.)

COMES NOW, Millard Gutter Company, d/b/a/ Millard Roofing and Gutter, by through its attorneys, and for its Complaint against the Defendant Safeco Insurance Company, states and alleges as follows:

PARTIES JURISDICTION AND VENUE

- 1. Millard Roofing and Gutter ("Millard Roofing") is a Nebraska corporation with its principal place of business at 14545 Industrial Rd., Omaha, Nebraska, 68114, doing business in Omaha, Douglas County, Nebraska and elsewhere.
- 2. Defendant Safeco Insurance Co. ("Safeco"), a Liberty Mutual Insurance Co., a/k/a Liberty Mutual Insurance Agency, a/k/a Liberty Mutual Group, Inc., is an insurance company doing business in Omaha, Douglas County, Nebraska, and elsewhere.
- 3. Jurisdiction is proper as to Safeco pursuant to Neb. Rev. Stat §25-536.
- 4. Venue is proper pursuant to Neb. Rev. Stat. §25-503.01 because it is the venue in which the cause of action accrued.

FACTS

- 5. Millard Roofing is the assignee of various insured property owners, more fully and identified below and in Exhibit "A" attached here to and incorporated herein by reference. Such Insureds of Safeco have assigned their right to any proceeds under a policy of insurance issued by Safeco to Millard Roofing:
 - a. Mike Reynolds
 - i. Claim number: 037855233
 - ii. Address: 9990 Fieldcrest Dr. Omaha, NE 68114
 - iii. Assignment date: July 20, 2018
 - b. Mike Reynolds
 - i. Claim Number 041131192-01
 - ii. Address: 9990 Fieldcrest Dr. Omaha, NE 68114
 - iii. Assignment date: October 17, 2019
 - c. Shawn Dunsmore
 - i. Claim number: 040439326-01
 - ii. Address: 302 Hackberry Rd., Omaha, NE 68132
 - iii. Assignment date: July 22, 2019
 - a. Molly Erftmier
 - i. Claim number: 040151469
 - ii. Address: 9742 Brentwood Rd., Omaha, NE. 68114
 - iii. Assignment date: June 11, 2019
 - b. Aaron Keller
 - i. Claim number: 040196942-01
 - ii. Address: 17456 L St., Omaha, NE. 68135
 - iii. Assignment date: August 20, 2019
 - c. Jana Rose
 - i. Claim number: 040264108
 - ii. Address: 3038 S 109 St., Omaha, NE. 68144
 - iii. Assignment date: June 26, 2019
- 6. Safeco issued insurance policies to the insureds/assignors ("the Insureds"), more fully identified in Exhibit "A".

- 7. Millard Roofing forwarded a copy of an assignment of rights under the policy, including the right to proceeds, executed by the Insureds to Safeco, identified in Exhibit "A".
- 8. Pursuant to Nebraska law, the subject assignments are valid assignments of the right to proceeds under the insurance policies issued by Safeco.
- 9. Pursuant to the policies, Safeco was obligated to pay for losses to the Insureds' property resulting from any peril not otherwise excluded within the policies.
- 10. The Insureds sustained property related losses due to storms which included damage arising from wind, hail and/or rain. The damages suffered by the Insureds are covered under the policies issued by Safeco.
- 11. The policies were in full force and effect at the time of the losses.
- 12. The Insureds and/or Millard Roofing, as assignee, promptly and properly made claims to Safeco for insurance benefits under the policies and fulfilled all of their post-loss duties required of the Insureds under the policies, except any obligations which may have been prevented or waived by Safeco.
- 13. As assignee, Millard Roofing has satisfied all of those matters properly required of it under the policy, including substantial compliance with all conditions precedent or, alternatively, performance of all obligations that have not been excused by virtue of the acts, representations or conduct of Safeco.
- 14. Millard Roofing has made demand upon Safeco to advise it of any further information or documentation that it needs to process the claims of the Insureds and Safeco has failed to identify any information, documents or other matters which it needs to process the claims.

BREACH OF CONTRACT

- 15. Millard Roofing reincorporates and restates allegations set forth in paragraphs 1-14 hereinabove by this reference.
- 16. Notwithstanding the fact that Millard Roofing obtained valid assignments of rights under the policies issued by Safeco, Safeco has failed to pay Millard Roofing amounts due under the policies for work it performed on the Insureds' property, despite notice of the assignment of the claims to Millard Roofing.

- a. Upon information and belief, payments were discontinued and/or did not occur for assignments/claims detailed in Exhibit "A".
- 17. Pursuant to the terms of the policies and Nebraska law, Safeco has a contractual obligation to pay the full amount of the losses, including the cost of repair, restore or replace the damages, less the applicable deductible.
- 18. Safeco has breached the policies by failing to pay Millard Roofing all benefits due and owing under the policies.
- 19. Safeco's failure to make direct payment to Millard Roofing is unlawful and contrary to the terms of the applicable insurance policies and the assignments.
- 20. Safeco is not entitled to a set-off or offset of any monies paid to the Insureds, or not paid to Millard Roofing.
- 21. Despite notice of the assignments, Safeco has failed to make complete direct payment to Millard Roofing and/or including Millard Roofing as a payee on any checks or other payments for the losses.
- 22. Safeco's failure to pay all insurance benefits owed under the policies has caused damage to Millard Roofing.
- 23. Pursuant to Neb. Rev. Stat. §44-359, a party with an interest in an insurance policy is entitled to recover attorney fees as part of a judgment.
- 24. Millard Roofing, by virtue of the assignments, is a valid beneficiary of the insurance policies, and upon recovery of a judgment, is also entitled to an award of attorney fees and costs pursuant to Neb. Rev. Stat. §44-359, as well as any other applicable provision of law.
- 25. Notwithstanding the assignments by Safeco's Insureds to the Plaintiff, Safeco has failed to acknowledge with reasonable promptness recent communications from Plaintiff with respect to claims arising under the Safeco policies.
- 26. Safeco has failed to adopt and implement reasonable standards for the prompt investigation and settlement of claims arising under its policy, which such claims have been assigned to Plaintiff, including but not necessarily limited to Safeco's failure to promptly investigate and settle claims submitted by the Plaintiff as assignee.
- 27. Millard Roofing has been harmed by virtue of the wrongful retention and refusal to release funds and is thereby entitled to an award of pre-judgment

interest to compensate it for the wrongful retention and withholding of funds by Safeco.

WHEREFORE, Plaintiff prays that this court enter a judgment against Safeco for all of Millard Roofing's general and special damages in an amount to be determined at trial, together with an award of pre-judgment and post-judgment interest, attorney fees and costs, and any other relief allowed under law.

DEMAND FOR A JURY TRIAL

Millard Roofing demands trial by jury on all issues so triable.

DATED this 19th day of July 2023.

MILLARD GUTTER COMPANY, a Corporation d/b/a MILLARD ROOFING AND GUTTER,

Plaintiff,

By:

Philip O. Cusic, #25666 Anne Marcotte, #19802 Sodoro Law Group 13924 Gold Circle Omaha, Nebraska 68144 (402) 504-9346 pcusic@sodorolaw.com

amarcotte@sodorolaw.com
Attorneys for Plaintiff

6506621300

P.01/01

TRANSACTION REPORT

JUL/20/2018/FRI 07:21 AM

FAX(TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE	FILE
001	JUL/20	07:20AM	818882688840	0:00:38	2	MEMORY OK	SG3 3428

To: Safeco Insurance Fax Number: 888-268-8840				
From: Millard Roofing & Gutter Fax Number: 402-965-8001				
Date: July 20, 2018				
Regarding: Claim # 037855233 – Mike Reynolds				
Total Number of Pages:2 (including cover)				
For Review Urgent				
Please see the following document with authorization to proceed with work and contact us to setup an adjuster meeting.				
EXHIBIT Age Age Age Age Age Age Age Ag				

FAX	To: Safeco Insurance Fax Number: 888-268-8840
	From: Millard Roofing & Gutter Fax Number: 402-965-8001
MR	Date: July 20, 2018
millardroofing & gutter	Regarding: Claim # 037855233 – Mike Reynolds
14545 Industrial Road #2 Omaha, NE 68144 PH: 402-492-9494	Total Number of Pages: <u>2</u> (including cover)
Please Reply	For Review Urgent
Please see the following document was to setup an adjuster meeting.	vith authorization to proceed with work and contact
Thank you,	
Millard Roofing and Gutter	
402-492-9494	
·	EAXED)



Roofing · Gutters · Siding · Windows · Doors 14545 Industrial Road #2, Omaha, NE 68144 Phone: (402)492-9494, Fax: (402)955-8001 www.millardroofing.net

Address:	Mike Reynolds				Date/Time:	6/29/18	7.00 P
	9990 Fieldcrest	Dr.			Primary Phone:	402-957-0218	2:00 PM
City/State:	Omaha, NE 681	114			Source:		
Eorail:	mreynolds50@	Ocox.net	IR/	cp: Josh	Marketing:	Marian Leary	
				<u>. </u>			
		INSURAN	CE CLAIN	I INFORMAT	CLON		
	a to be seen to be about to the seen to be	and the second second	za,zacza	A MATE ORIGINA	CIOI	<u> </u>	
Cause of Damag	je:	Materials Damas	zed:		Date of Incident	5/16/17	
Wind WHail		X Roofing c		a Garage Doo		□ Electrical	-
. , , , ,	0 1	Gutters	Doors _	□ Siding	Deck	Playset	
Insurance Company:	Jateco		100 CS	,	d Deck	d FlaySet	·
Policy Number:C	7 <u>24626</u>	.279		OC	□ RCV Policy	□ ACV Policy	•
Claim Number: _ C	237.855	<u> </u>			_ 113 1 1 3 113	2 HOT TORKY	
Amount of Deductible	e:_# 6,18	32/2%					;
The section of the se	The said from a grant said	ACRE	EMENT	O PROCEEI	13 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -		· - , 1
The undersigner	d Customer her	reby grants authori	zation to Mill	ard Roofing and	Gutter Company t	<u> </u>	
insurance repair	r work on the u	indersigned's prope	erty listed aho	ove Millard Roof	fine and Gutton Co	o proceed with t	ne -
sometimes "Cor	ntractor") is fur	ther authorized to	negotiate aoc	proval for navmo	nt or roimbussom	mpany (nereina)	ter
associated with	any necessary	repair work with th	e undersione	proterior payme	many The under	encorexpenses	
cooperate in the	e insurance clai	im submittal proces	s in order to	ohtain roimhurc	mpany. The under	rsigned agrees to	
such work and s	ervices, subject	t to any deductible	the undersign	porgui Leuringi 20	bossesses Con	it or reimbursem	ent of
Contractor the o	ight and nowe	r to make demand	uie uiueisigi	ned may owe as	nomeowner. Cust	tomer assigns to	,
-	tinuing ahligati	r to make demand	apon any pod	lentiany nable ins	urance company i	or payment, sub	ject to
Customer's root		on, ir any, to make	bayment or d	ieauctible. Custo	mer agrees to exe	cute such other	further
Customer's cont	ar may be read						muner
Customer's cont documentation	as may be reas	conably necessary to	o process any	claim by Contra	ctor or obtain pay	ment from the	
Customer's cont documentation insurance comp	as may be reas any. Customer	recognizes that this	s assignment	shall not dischar	ctor or obtain pay	its liability for th	
Customer's cont documentation insurance comp Cantractor's ser	as may be reas any. Customer vices but Custo	recognizes that this mer shall be entitle	s assignment ed to a credit	shall not dischar	ctor or obtain pay ge Customer from or reimbursemen	its liability for that made by any	ne
Customer's cont documentation insurance comp Contractor's ser potentially liable	as may be reas any. Customer vices but Custo e insurance con	recognizes that this omer shall be entitle npany. Customer a	s assignment ed to a credit authorizes ins	shall not dischar for any payment arance company	ctor or obtain pay ge Customer from or reimbursemen to make payment	its liability for the transfer of the transfer	ne ractor
Customer's cont documentation insurance comp Contractor's ser potentially liable or to name Cont	as may be reas any. Customer vices but Custo e insurance con tractor as joint-	recognizes that thi omer shall be entitle npany. Customer a payee on any payn	s assignment ed to a credit authorizes insi aent. To the e	shall not dischar for any payment surance company extent that there	ctor or obtain pay ge Customer from or reimbursemen to make payment is extra work, or e	its liability for the made by any control to	ne ractor,
Customer's cont documentation insurance comp Contractor's ser potentially liable or to name Cont by insurance, wl	as may be reas vany. Customer vices but Custo e insurance con tractor as joint- hich undersigne	recognizes that thi omer shall be entitle mpany. Customer a payee on any payn ed directs to be und	s assignment ed to a credit authorizes insi aent. To the e dertaken, the	shall not dischar for any payment surance company extent that there	ctor or obtain pay ge Customer from or reimbursemen to make payment is extra work, or e	its liability for the made by any control to	ne ractor,
Customer's cont documentation insurance comp Contractor's ser potentially liable or to name Cont by insurance, wl	as may be reas vany. Customer vices but Custo e insurance con tractor as joint- hich undersigne	recognizes that thi omer shall be entitle npany. Customer a payee on any payn	s assignment ed to a credit authorizes insi aent. To the e dertaken, the	shall not dischar for any payment surance company extent that there	ctor or obtain pay ge Customer from or reimbursemen to make payment is extra work, or e	its liability for the made by any control to	ne ractor,
Customer's cont documentation insurance comp Contractor's ser potentially liable or to name Cont by insurance, wl	as may be reas vany. Customer vices but Custo e insurance con tractor as joint- hich undersigne	recognizes that thi omer shall be entitle mpany. Customer a payee on any payn ed directs to be und	s assignment ed to a credit authorizes insi aent. To the e dertaken, the	shall not dischar for any payment surance company extent that there	ctor or obtain pay ge Customer from or reimbursemen to make payment is extra work, or e	its liability for the made by any control to	ne ractor,
Customer's cont documentation insurance comp Contractor's ser potentially liable or to name Cont by insurance, wl expense of any s	as may be reas- vany. Customer vices but Custo e insurance con tractor as joint- hich undersigne such work that	recognizes that thi omer shall be entitle mpany. Customer a payee on any payn ed directs to be und	s assignment ed to a credit authorizes insi aent. To the e dertaken, the	shall not dischar for any payment surance company extent that there	ctor or obtain pay ge Customer from or reimbursemen to make payment is extra work, or e	its liability for the made by any control to	ne ractor,
Customer's cont documentation insurance comp Contractor's ser potentially liable or to name Cont by insurance, wl	as may be reas- vany. Customer vices but Custo e insurance con tractor as joint- hich undersigne such work that	recognizes that thi omer shall be entitle mpany. Customer a payee on any payn ed directs to be und	s assignment ed to a credit authorizes insi aent. To the e dertaken, the	shall not dischar for any payment surance company extent that there undersigned agr	ctor or obtain pay ge Customer from or reimbursemen to make payment is extra work, or e	its liability for the made by any control to	ne ractor,
Customer's cont documentation insurance comp Contractor's ser potentially liable or to name Cont by insurance, wh expense of any s	as may be reason any. Customer vices but Custo e insurance contractor as jointhich undersignes such work that	recognizes that thi omer shall be entitle mpany. Customer a payee on any payn ed directs to be und	s assignment ed to a credit authorizes insi aent. To the e dertaken, the	shall not dischar for any payment surance company extent that there undersigned agr	ge Customer from or reimbursement to make payment is extra work, or ees that he/she wate:	its liability for the made by any control to	ne ractor,
Customer's cont documentation insurance comp Contractor's ser potentially liable or to name Cont by insurance, wl expense of any s	as may be reason any. Customer vices but Custo e insurance contractor as jointhich undersignes such work that	recognizes that this omer shall be entitled in pany. Customer a payee on any paymed directs to be under they direct to be under the payee.	s assignment and to a credit authorizes instant. To the address the indertaken, the indertaken.	shall not dischar for any payment surance company extent that there undersigned agr	ctor or obtain pay ge Customer from or reimbursemen to make payment is extra work, or o ees that he/she w	its liability for the made by any control to	ne ractor,
Customer's cont documentation insurance comp Contractor's ser potentially liable or to name Cont by insurance, wh expense of any s	as may be reason any. Customer vices but Custo e insurance contractor as jointhich undersignes such work that	recognizes that this omer shall be entitled in pany. Customer a payee on any paymed directs to be under they direct to be under the direc	s assignment and to a credit suthorizes instant. To the addressen, the indertaken.	shall not dischar for any payment surance company extent that there undersigned agr	ctor or obtain pay ge Customer from or reimbursemen to make payment is extra work, or o ees that he/she w	its liability for the made by any control to	ne ractor,

7504323000

P.01/01

TRANSACTION REPORT

OCT/17/2019/THU 08:52 AM

FAX(TX)

#			RECEIVER	COM.TIME PAGE TYPE/NOTE	FILE
001	OCT/17	08:50AM	18882688840	0:02:03 4 MEMORY OK	ECM 2830

	To: Safeco insurance				
FAX	Fax Number: 888-268-8840				
	From: Millard Roofing & Gutter				
	Fax Number: 402-965-8001				
	Date: October 17, 2019				
millard roofing & gutter	Regarding: Claim # 041131192-01 -Mike Reynolds				
14545 Industrial Road #2 Omaha, NE 88144 PH: 402-492-9494	Total Number of Pages:4_(including cover)				
Please Reply	For Review Urgent				
Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.					
Thank you,					
Millard Roofing and Gutter					
402-492-9494					
,					

	To: Safeco Insurance				
	Fax Number: 888-268-8840				
FAX	From: Millard Roofing & Gutter				
	Fax Number: 402-965-8001				
(LAD)	·				
(MK)	Date: October 17, 2019				
millard roofing & <i>gutter</i>	Regarding: Claim # 041131192-01 –Mike Reynolds				
& gutter					
14545 Industrial Road #2 Omaha, NE 68144	Total Number of Pages: <u>4</u> (including cover)				
PH: 402-492-9494					
Please Reply	For Review Urgent				
	orgent organic				
Please see attached assignment of c	aim benefits. Please contact us to set up an				
adjuster meeting.	iain benefits. Flease contact us to set up an				
Thank you,					
Milland Basins and Cutter					
Millard Roofing and Gutter					
402-492-9494					
	Stand.				
ı					
	li de la companya di salah da				



Roofing · Gutters · Siding · Windows · Doors · 14545 Industrial Road #2, Omaha, NE 68144
Phone: (402)492-9494, Fax: (402)965-8601

www.millardroofing.net

Name:	Mike Reynolds		Date/Time:	10/11/19 3:00 PM
Address:				402-957-0218
City/State:	Omaha, NE 681 14		Source	Previous Customer
Email:	mreynolds50@cox.net	Rep: Josli Roza	Marketing:	

INSURANCE CLAIM INFORMATION Cause of Damage: Materials Damaged: Date of Incident: [0-10-19 D Wind D Hail 2 **★** Roofing Windows □ Garage Doors Paint Electrical ✓ Gutters o Doors a Siding o Deck Playset D OC □ RCV Policy □ ACV Policy AGRICEMENT TO PROCEED The undersigned Customer hereby engages Millard Roofing and Gutter to serve as general contractor (hereinafter "Contractor") to repair the property identified above. Customer authorizes and directs Contractor to proceed with the insurance repair work on the undersigned's property together with any necessary consequential repairs or replacements covered by Customer's insurance policy(les). Millard Roofing and Gutter Company is further authorized to negotiate approval for payment or reimbursement of expenses associated with any necessary repair work with the undersigned's insurance company. In consideration for Contractor's agreement to undertake and perform the repair and replacement work, Customer assigns any claim, right, interest or benefit under the above described insurance policy, together with any other insurance policy that might provide coverage for the above described loss. Customer agrees to execute such other further documentation as may be reasonably necessary to process any claim by Contractor or obtain payment from the insurance company. Customer recognizes that this assignment shall not discharge Customer from its liability for the Contractor's services but Customer shall be entitled to a credit for any payment or reimbursement made by any potentially liable insurance company. Customer instructs insurance company to make payment directly to Contractor, or to name Contractor as joint-payee on any payment. To the extent that there is extra work, or upgrades, not covered by the insurance claim, which undersigned directs to be undertaken, the undersigned agrees that he/she will remain liable for the expense of any such work that they direct to be undertaken. Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible. The scope of this assignment includes the right and power to make demand upon any potentially liable insurance company for payment for covered repairs and replacement and the right to institute a claim and recover attorney fees, costs and damages in the event the insurance company fails to approve the necessary and appropriate charges or payment for the repairs and replacements. Contractor shall bear all risk and expense of such claim provided Customer otherwise satisfies its obligations under this Agreement, including payment of deductible and delivery of any proceeds received from the Insurer as compensation for the costs of repairs and/or replacements performed by Contractor. Customer further agrees that to the extent any payments or proceeds are delivered to the Customer by Customer's insurer, associated with the above described work, Customer agrees to promptly endorse over and remit such proceeds to Contractor. Authorized Signature: **Authorized Representative** We appreciate you giving us the appendunity to assist you. Millard Roofing and Gutter, 14545 Industrial Road #2, Omaha, NE 68144 Phone: (402)492-9494, Fax: (402)965-8001

www.roofomaha.com

Page 1 of 3

PAYMENT AGREEMENT

Contractor agrees to look solely to the insurance company for payment of the interest on any outstanding sums, provided Customer is otherwise in compliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's Invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Homeowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(ies). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer otherwise performs his/her obligations hereunder. In accordance with the statute, please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within three (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that there are no prior claims which Customer is aware of which would serve to preclude or reduce coverage under the above described policy(ies).

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

Property Address: 9990 Fieldcrest Dr.

Customer Initials MM Date 10/16/19

STATE OF NEBRASKA STANDARD NOTICE EFFECTIVE JULY 19 2018

STATUTORY DISCLOSURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE **DEDUCTIBLE.** THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY ADDRES: 9990 Fieldcrest Dr.

NSURED: What I know

DATE: 10/16/17

7504323000

P.01/01

TRANSACTION REPORT

JUL/23/2019/TUE 10:04 AM

FAX(TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE		FILE
001	JUL/23	10:02AM	18882688840	0:01:33	4	MEMORY OK	ECN	2462

FAX	To: Safeco Insurance Fax Number: 888-268-8840			
	From: Millard Roofing & Gutter Fax Number: 402-965-8001			
	Date: July 23, 2019			
miliardroofing & gutter	Regarding: Claim # 040439326-01			
14545 Industrial Road #2 Omaha, NE 68144 PH: 402-492-9494	Total Number of Pages:4_ (including cover)			
Please Reply	For Review Urgent			
Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.				
Thank you,				
Millard Roofing and Gutter				
402-492-9494				
·				

FAX	To: Safeco Insurance Fax Number: 888-268-8840
	From: Millard Roofing & Gutter Fax Number: 402-965-8001
MR	Date: July 23, 2019
millard roofing & <i>gutter</i>	Regarding: Claim # 040439326-01
14545 Industrial Road #2 Omaha, NE 68144 PH: 402-492-9494	Total Number of Pages:4_ (including cover)
Please Reply	For Review Urgent
Please see attached assignment of c adjuster meeting.	laim benefits. Please contact us to set up an
Thank you,	
Millard Roofing and Gutter	
402-492-9494	E. FANELLA



Roofing · Gutters · Siding · Windows · Doors 14545 Industrial Road #2, Omaha, NE 68144 Phone: (402)492-9494, Fax: (402)965-8001 www.millardroofing.net

Name:	Shawn Dunsmore		Date/Time:	7/16/19	1:00 PM
Address:	302 Hackberry Rd.		Primary Phone:	254-717-8568	
City/State:	Omaha, NE 68132		Source:	Jamon Sandavol	
Email:	Shawn Dunsmore@hotmail.com	Rep: JIM	Marketing:		

INSURANCE CLAIM INFORMATION Cause of Damage: Date of Incident: Materials Damaged: □ Wind ★ Hail ∠ Roofing Windows Garage Doors Gullers Doors Siding Playset □ OC □ RCV Policy □ ACV Policy AGREEMENT TO PROCEED

The undersigned Customer hereby engages Millard Roofing and Gutter to serve as general contractor (hereinafter "Contractor") to repair the property identified above. Customer authorizes and directs Contractor to proceed with the insurance repair work on the undersigned's property together with any necessary consequential repairs or replacements covered by Customer's insurance policy(ies). Millard Roofing and Gutter Company is further authorized to negotiate approval for payment or reimbursement of expenses associated with any necessary repair work with the undersigned's insurance company. In consideration for Contractor's agreement to undertake and perform the repair and replacement work, Customer assigns any claim, right, interest or benefit under the above described insurance policy, together with any other insurance policy that might provide coverage for the above described loss. Customer agrees to execute such other further documentation as may be reasonably necessary to process any claim by Contractor or obtain payment from the insurance company. Customer recognizes that this assignment shall not discharge Customer from its liability for the Contractor's services but Customer shall be entitled to a credit for any payment or reimbursement made by any potentially liable insurance company. Customer instructs insurance company to make payment directly to Contractor, or to name Contractor as joint-payee on any payment. To the extent that there is extra work, or upgrades, not covered by the insurance claim, which undersigned directs to be undertaken, the undersigned agrees that he/she will remain liable for the expense of any such work that they direct to be undertaken. Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the Insurance company, together with the deductible. The scope of this assignment includes the right and power to make demand upon any potentially liable insurance company for payment for covered repairs and replacement and the right to Institute a claim and recover attorney fees, costs and damages in the event the insurance company fails to approve the necessary and appropriate charges or payment for the repairs and replacements. Contractor shall bear all risk and expense of such claim provided Customer otherwise satisfies its obligations under this Agreement, including payment of deductible and delivery of any proceeds received from the insurer as compensation for the costs of repairs and/or replacements performed by Contractor. Customer further agrees that to the extent any payments or proceeds are delivered to the Customer by Customer's insurer, associated with the above described work, Customer agrees to promptly endorse over and remit such proceeds to Contractor.

Authorized Signature:___

Date:_____

Authorized Representative:

We appreciate you giving us the appartunity to assist you.

Millard Roofing and Gutter, 14545 Industrial Road #2, Omaha, NE 68144

Phone: (402)492-9494, Fax: (402)965-8001

www.roofomaha.com

Page 1 of 3

PAYMENT AGREEMENT

Contractor agrees to look solely to the insurance company for payment of the interest on any outstanding sums, provided Customer is otherwise in compliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Homeowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(ies). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer otherwise performs his/her obligations hereunder. In accordance with the statute, please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within three (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that there are no prior claims which Customer is aware of which would serve to preclude or reduce coverage under the above described policy(ies).

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company.

Property Address: 302 Hackberry Rd.

Customer Initials SPD Date 7/22/19

STATE OF NEBRASKA STANDARD NOTICE EFFECTIVE JULY 19 2018

STATUTORY DISCLOSURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE **DEDUCTIBLE.** THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY ADDRES: 302 Hackberry Rd.

INSURED: X/Mun ! Jun

DATE: 7/22/19

7504323000 P.01/01

TRANSACTION REPORT

JUN/13/2019/THU 03:23 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE		FILE
001	JUN/13	03:17PM	18882688840	0:05:55	4	HEMORY OK	ECM	2245

	To: Safeco Insurance
	Fax Number: 888-268-8840
FAX	
	From: Josh Roza
	Fax Number: 402-985-8001
	Date: June 13, 2019
millardroofing	Regarding: Claim#040151469 -Molly Erfimler
millatd roofing & <i>getter</i>	
14645 Industrial Road #2 Omeha, NE 68144 PH: 402-492-9494	Total Number of Pages: 4 (Including cover)
Please Reply	For Review Urgent
Please see attached assignment of c adjuster meeting.	elalm benefits. Please contact us to set up an
Thank you,	
Millard Roofing and Gutter	
402-492-9494	
	·
li .	

	To: Safeco Insurance Fax Number: 888-268-8840
	From: Josh Roza Fax Number: 402-965-8001
MR	Date: June 13, 2019
millardroofing & gutter	Regarding: Claim # 040151469 -Molly Erftmier
14545 Industrial Road #2 Omaha, NE 68144 PH: 402-492-9494	Total Number of Pages: <u>4</u> (including cover)
Please Reply	For Review Urgent
adjuster meeting.	laim benefits. Please contact us to set up an
Thank you,	**************************************
Millard Roofing and Gutter	
402-492-9494	
	The Alexander



Roofing Gutters Siding Windows Doors 14545 Industrial Road #2, Omaha, NE 68144
Phone: (402)492-9494, Fax: (402)965-8001

	the days are requestioned.	The state of the s
٠,	Name: Molly Eritmicr	Date/Time: 6/11/19 11:30 AM
- :	Address: 9742 Brentwood Rd.	Primary Phone: 402-210-1018
: •]	City/State: Omaha, NE 68141	Source: Jason Eggers
4	Email: mollyerftmler6@qmail.com Rcp: JIM	Marketing:

Address:	9742 Brentwood Rd.	to the part of the second of the second of	Primary Phone:	402-210-1018
City/State:	Omaha, NE 68144	ر در در در اوس استشراری در در در در در اوس	Source:	Jason Eggers
Email:	mollyerftmler6@gmail.com	Rep: JIM	Marketing:	and the second second second second second
Section of the			VI L	
	INSURANCE INSURANCE	CE CLAIM INFOR	MATION () To	
	The second of th			5/22/19
Cause of Dam			Date of Incluer	
iel Do Daiwy		Windows 😾 Garage	and the state of the contract	o Electrical
	7 D. M. 175	Doors CSiding	o Deck	o Playset
isurance Compan	v: 024266	- 00	Vencue netter	- WCV Police
olicy Number:	040151469		K KCA rolley	D ACV Policy
alm Number:				
mount of Deducti	ible: 13,1108,		The state of the s	
والمسترا والمتحدث والمستراء	AGRE	EMENTALO PROC	SEED ALL COMMEN	
ie undersigne	d Customer hereby engages Millard Roo	ling and Gutter to serve a	s general contractor (he	reinarter "Contractor") to
pair the prop	erty identified above. Customer authori	zes and directs Contractor	r to proceed with the in	surance repair work on the
idersigned's p	roperty together with any necessary cor	rsequential repairs or rep	racements covered by t	ustomer's insurance
ilicy(ies). Mill	ard Roofing and Gutter Company is furti	ier authorized to negotial	re abbrovál tor bákúleu	t or reimpursement of
peńses associ	lated with any necessary repair work wit	h the undersigned's insur	ance company. In con	sideration for Contractor's
reëment to u	ndertake and perform the repair and rep	placement work, Customo	er assigns any claim, rig	nt, interest or benefit under
e abové descr	ibed insurance policy, together with any	other insurance policy th	iat might provide cover	age for the above described
s. Customer a	igrees to execute such other further do	cumentation as may be re	easonably necessary to	process any claim by
otractor or of	stain payment from the insurance comp	any. Customer recognize	s that this assignment s	hall not discharge Customer
m ite liability	for the Contractor's services but Custon	ner shall be entitled to a d	redit for any payment	or reimbursement made by
an ica natincy	Insurance company. Customer instruc	ts insurance company to	make payment directly	to Contractor, or to name
relitially havie	int-payee on any payment. To the exter	at that there is extra worl	c occinerates not rou	ared by the insurance claim
ntractor as joi	int-payee on any payment. To the exter	il tilat tilere is extra violi	, or opgrades, not cov	
ich undersign	ed directs to be undertaken, the under	signed agrees that ne/shi	e will remain hable for	ne expense or any such wo
t they direct l	to be undertaken. Customer's payment	obligation to Contractor	shall be satisfied by the	e assignment and delivery o
ceeds paid by	the insurance company, together with	the deductible. The scor	ce of this assignment in	cludes the right and power
ke demand u	pon any potentially liable insurance con	npany for payment for co	vered repairs and repl	acement and the right to
ke een alalaa	and recover attorney fees, costs and da	mages in the event the i	nsurance company fail	to approve the necessary
itute a cianti	ges or payment for the repairs and rep	lacements Contractor's	hall bear all risk and ex	nense of such claim provide
ropriate char	ges or payment for the repairs and rep	iacements, contractor s	mont of deductible on	d delivers of any proceeds
tomer other	vise satisfies its obligations under this A	igreement, including pay	uneur or deductible air	didenvery of any proceeds
eived from th	e insurer as compensation for the costs	s of repairs and/or replac	cements performed by	Contractor, Customer intra
ees that to th	e extent any payments or proceeds are	delivered to the Custon	ier by Customer's insu	rer, associated with the abo
cribed work.	Customer agrees to promptly endorse	over and remit such pro-	ceeds to Contractor. 🦯	lifer we have been
			į,	देश भूतने पुरुषे ने लेगे हैं।
Jan Carlos				William Har
horized Signa	nure \ \V\\\\			Date: 4/1
indusen alkud	1/17			Market Market Street
		"一"满 语"一"。		Date: (1/1/2)

Authorized Representative:

Williard Roofling and Gutter, 14545 Industrial Road #2, Omaha, NE 68144

Phone: (402)492-9494, Fax: (402)965-8001 www.roofomaha.com

Page 1 of 3

PAYMENT AGREEMENT

Contractor agrees to look solely to the Insurance company for payment of the Interest on any outstanding sums, provided Customer is otherwise in compliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Homeowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(les). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer otherwise performs his/her obligations hereunder. In accordance with the statute, please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's Insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within three (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that there are no prior claims which Customer is aware of which would serve to preclude or reduce coverage under the above described policy(les).

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company,

Property Address: 9742 Brentwood Rd.

Customer Initials Mc Date U 11 19

STATE OF NEBRASKA STANDARD NOTICE EFFECTIVE JULY 19 2018

STATUTORY DISCLOSURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY ADDRES: 9742 Brentwood Rd.

INSURED:

DATE: 4 1) 1 9

Page 3 of 3

6506621300

P.01/01

TRANSACTION REPORT

AUG/21/2019/WED 05:02 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE	FILE
001	AUG/21	04:56PM	818882688840	0:05:33	4	MEMORY OK ECI	6924

	To: Safeco Insurance				
	Fax Number: 888-268-8840				
FAX					
	From: Jayme Newman				
	Fax Number: 402-965-8001				
637-3					
INVIVAL	Date: August 21, 2019				
miliardroofing	Regarding: Claim # 040196942-01				
miliard roofing & <i>gutter</i>					
•					
14545 Industrial Road #2 Omaha, NE 68144	Total Number of Pages: (Including cover)				
PH: 402-492-9494					
Please Reply	For Review Urgent				
Please Reply	- FOR REVIEW Orgent				
Please see attached assignment of claim benefits. Please contact us to set up an adjuster meeting.					
Thank you,	•				
Millard Roofing and Gutter	•				
402-492-9494					
1					
i					
·					
H					

	To: Safeco Insurance Fax Number: 888-268-8840
	From: Jayme Newman Fax Number: 402-965-8001
(MR)	Date: August 21, 2019
millardroofing & gutter	Regarding: Claim # 040196942-01
14545 Industrial Road #2 Omaha, NE 68144 PH: 402-492-9494	Total Number of Pages: <u>4</u> (including cover)
Please Reply	For Review Urgent
Please see attached assignment of c adjuster meeting.	laim benefits. Please contact us to set up an
Thank you,	
Millard Roofing and Gutter	
402-492-9494	FAXED)
·	



Roofing · Gutters · Siding · Windows · Doors 14545 Industrial Road #2, Omaha, NE 68144 Phone: (402)492-9494, Fax: (402)965-8001 www.millardroofing.net

Name:	Aaron Keller	Date/Time:	8/20/19 11:30 AM	
Address:	17456 L St.	Primary Phone:	402-979-8920	
City/State:	Omaha, NE 68135	-	Source:	Building Sign
Email:	akeller333@hotmail.com	Rep: Jim Eggers	Marketing:	

INSURANCE CLAIM INFORMATION

Cause of Damage: Materials Damaged: Date of Incident: 5/28/2019 □ Wind □ Hail Roofing Windows Garage Doors Paint Gutters n Books Siding <u>Insurance</u> o OC RCV Policy Amount of Deductible: AGREEMENT TO PROCEED

The undersigned Customer hereby engages Millard Roofing and Gutter to serve as general contractor (hereinafter "Contractor") to repair the property identified above. Customer authorizes and directs Contractor to proceed with the insurance repair work on the undersigned's property together with any necessary consequential repairs or replacements covered by Customer's insurance policy(ies). Millard Roofing and Gutter Company is further authorized to negotiate approval for payment or reimbursement of expenses associated with any necessary repair work with the undersigned's insurance company. In consideration for Contractor's agreement to undertake and perform the repair and replacement work, Customer assigns any claim, right, interest or benefit under the above described insurance policy, together with any other insurance policy that might provide coverage for the above described loss. Customer agrees to execute such other further documentation as may be reasonably necessary to process any claim by Contractor or obtain payment from the insurance company. Customer recognizes that this assignment shall not discharge Customer from its liability for the Contractor's services but Customer shall be entitled to a credit for any payment or reimbursement made by any potentially liable insurance company. Customer instructs insurance company to make payment directly to Contractor, or to name Contractor as joint-payee on any payment. To the extent that there is extra work, or upgrades, not covered by the insurance claim, which undersigned directs to be undertaken, the undersigned agrees that he/she will remain liable for the expense of any such work that they direct to be undertaken. Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible. The scope of this assignment includes the right and power to make demand upon any potentially liable insurance company for payment for covered repairs and replacement and the right to institute a claim and recover attorney fees, costs and damages in the event the insurance company fails to approve the necessary and appropriate charges or payment for the repairs and replacements. Contractor shall bear all risk and expense of such claim provided Customer otherwise satisfies its obligations under this Agreement, including payment of deductible and delivery of any proceeds received from the insurer as compensation for the costs of repairs and/or replacements performed by Contractor, Customer further agrees that to the extent any payments or proceeds are delivered to the Customer by Customer's insurer, associated with the above described work, Customer agrees to promptly endorse over and remit such proceeds to Contractor.

Authorized Signature: Date: Blackol9

Authorized Representative: Date: 5/20//9

We appreciate you giving us the opportunity to assist you.

Millard Roofing and Gutter, 14545 Industrial Road #2, Omaha, NE 68144

Phone: (402)492-9494, Fax: (402)965-8001

www.roofomaha.com

Page 1 of 3

PAYMENT AGREEMENT

Contractor agrees to look solely to the insurance company for payment of the interest on any outstanding sums, provided Customer is otherwise in compliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Homeowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(ies). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer otherwise performs his/her obligations hereunder. In accordance with the statute, please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within three (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that there are no prior claims which Customer is aware of which would serve to preclude or reduce coverage under the above described policy(ies).

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

Property Address: 17456 L St.

Customer Initials AK Date B/20/2019

STATE OF NEBRASKA STANDARD NOTICE EFFECTIVE JULY 19 2018

STATUTORY DISCLOSURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITLED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY. PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY. THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE **DEDUCTIBLE.** THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. VIOLATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY	ADDRES:1	7456 L St	
INSURED:_	Agram	Kellen	DATE: @/20/201

7504323000 P.01/01

TRANSACTION REPORT

JUN/26/2019/WED 03:02 PM

FAX(TX)

#	DATE	START T.	RECEIVER	COM. TIME	PAGE	TYPE/NOTE		FILE
001	JUN/26	02:59PM	18882688840	0:02:55	4	MEMORY OF	ECM	2308

	To: Safeco insurance			
FAX	Fax Number: 888-268-8840			
	From: Millard Roofing & Gutter			
	Fax Number: 402-985-8001			
MB	Date: June 26, 2019			
miliardroofing & gutter	Regarding: Claim # 040264108 –Jana Rose			
14545 Industrial Road #2 Omahe, NE 68144 PH: 402-492-9494	Total Number of Pages:4 (including cover)			
Please Reply	For Review Urgent			
Please see attached assignment of c adjuster meeting.	laim benefits. Please contact us to set up an			
Thank you,				
Millard Roofing and Gutter				
402-492-9494				
	·			

LΛΥ	To: Safeco Insurance Fax Number: 888-268-8840
	From: Millard Roofing & Gutter Fax Number: 402-965-8001
MR	Date: June 26, 2019
millard roofing & gutter	Regarding: Claim # 040264108 Jana Rose
14545 Industrial Road #2 Omaha, NE 68144 PH: 402-492-9494	Total Number of Pages:4 (including cover)
Please Reply	For Review Urgent
Please see attached assignment of c adjuster meeting.	laim benefits. Please contact us to set up an
Thank you,	
Millard Roofing and Gutter	
402-492-9494	



ELLE THE HAMMERON P. OTALE, NY 64244 150mm (402) 172-1494 Fee: (4011565-000). ואינסלטודאלהייאי 1140 AM (31 389 654) MIS 1914 Weighbors w/ firm Carolia NEM 14 Kar JOSII tickermite second ENSUITAGE CEALMUNFORMATIONS TO SERVE THE SERVE BUTTON BETT 5/20/19 Miterfati Premaged: Garage . o Pers C WIN WILL ومرتوش o Playet o (Cres es Doess n Sama ₹/oc TACV NO. S ACV NEG Alore the Co CANTER SALES OF THE CONTROL OF THE C The Godenversed Container hereby energy Millid Starting and Gutter to serve at group Moontrakter (hereby site ("Contractor") to reciping the property Manufell status. Customer inshoulders and directs Confractor to proceed with the Insurance speak work on the ioniem (mes a procesty toget estauta ary historical accordants are for an include medical concreted by Customer's Irona proc possible for Industriance of an action concess y is touched authorized to preparation before preparation elimber someon to o toemerustmiserent of er gerseggigociated was to process tarpropolation with the analysis grown in the consideration for Constitution entional rain and perform the reput and verticented work. Costoner alliges and which, right, interest or benefit under the department in property to a little and amy other insulance poter than might provide coverage for the 100% described bas. Culturer screen activity fuch other further disturbantion as may be restouted activities protess any claim by Conversion of their parties the manufacture of the control of the Contractor in form page on any parties. To the critica that were in casts work or unproduct not covered to the triumnes octains, and or form great the contract to the expected any track work work that they describe information the contract or the contract or the contract work work that they describe information for the contract or that he established by the entire and devicting as the contractor that he established the contractor and devicting the proceeds part by the must may company, ingether with the deductible. The scape of this easy imment includes the right and power to make dominations are potentially field to improve the manufacture of the control of the right to improve a class and recover amount for the right to improve a class and recover amount for control of the right to improve a class and recover amount for control of the report of the recovery amount for the recovery and the right to improve a class and recover amount for the recovery and appropriate changes or perment for the repairs and reputements. Contractor shall bear a sink and superise of such thair provided empowers changes of payment for the repairs and reputements. Contractor that their as and expense of such that mercuried during received the such that the s described work. Customer agrees to promotify enforce over and seems such precised to Contractor. alartes significa the sweet will be experienced to small form ng and Got termitible Industrial Road #2. Ornales, 216 63144 Phone: (201)492-9494, Fac (403)965-8001 www.roofomaha.com Page त तो 3

PAYMENT AGREEMENT

Contractor agrees to look solely to the insurance company for payment of the interest on any outstanding sums, provided Customer is otherwise in compiliance with customer's obligations under this Agreement. Customer acknowledges that Contractor's invoices will accrue a standard interest at 1% per month on any sums not paid by the insurance company for completed and invoiced repairs. Contractor shall be responsible for the payment of any of its subcontractors and/or suppliers.

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of all proceeds paid by the insurance company, together with the deductible.

In accordance with the Nebraska Insured Hameowner's Protection Act, Contractor is agreeing to perform its services in consideration for payment of Customer's deductible and the assignment of Customer's rights and benefits under any applicable policy(ies). Contractor has made no assurance that the claimed loss will be fully covered by the Customer's insurance contract. However, Contractor agrees to perform all of the described work and assumes the risk of recovery, provided Customer of herwise performs his/her obligations hereunder. In accordance with the statute please note that this assignment confers upon Contractor the right to make demand for payment upon Customer's insurance company. In accordance with the statute, please be advised that Customer has the right to cancel this contract within thing (3) days of execution. Customer represents that he/she is authorized to execute and deliver this contractual undertaking. Customer further warrants and represents that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and that they are seeking repair and replacement of damage arising from a covered loss and the covered loss and that they are seeking the covered loss and the covered loss and the covered loss and the cov

Customer's payment obligation to Contractor shall be satisfied by the assignment and delivery of alliproceeds paid by the insurance company,

Property Address: 3038 S 109 St.

Customer Initials

Date 1/25/19

and the second of the second of the second

STATEOF NEBRASKA STANDARD NOTICE EFFECTIVE JULY 19 2018

STATUTORY DISCLESURE. IN ACCORDANCE WITH THE NEBRASKA INSURED HOMEOWNER'S PROTECTION ACT, PLEASE BE ADVISED THAT YOU ARE AGREEING TO ASSIGN CERTAIN RIGHTS YOU HAVE UNDER YOUR INSURANCE POLICY, WITH AN ASSIGNMENT, THE RESIDENTIAL CONTRACTOR SHALL BE ENTITUED TO PURSUE ANY RIGHTS OR REMEDIES THAT YOU, THE INSURED HOMEOWNER, HAVE UNDER YOUR INSURANCE POLICY, PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING. THE INSURER MAY ONLY PAY FOR THE COST TO REPAIR OR REPLACE DAMAGED PROPERTY CAUSED BY A COVERED PERIL, SUBJECT TO THE TERMS OF THE POLICY.

IT IS A VIOLATION OF THE INSURANCE LAWS OF NEBRASKA TO REBATE ANY PORTION OF AN INSURANCE DEDUCTIBLE AS AN INDUCEMENT TO THE INSURED TO ACCEPT A RESIDENTIAL CONTRACTOR'S PROPOSAL TO REPAIR DAMAGED PROPERTY. REBATE OF A DEDUCTIBLE INCLUDES GRANTING ANY ALLOWANCE OR OFFERING ANY DISCOUNT AGAINST THE FEES TO BE CHARGED FOR WORK TO BE PERFORMED OR PAYING THE INSURED HOMEOWNER THE DEDUCTIBLE AMOUNT SET FORTH IN THE INSURANCE POLICY, THE INSURED HOMEOWNER IS PERSONALLY RESPONSIBLE FOR PAYMENT OF THE DEDUCTIBLE. THE INSURANCE FRAUD ACT AND NEBRASKA CRIMINAL STATUTES PROHIBIT THE INSURED HOMEOWNER. FROM ACCEPTING FROM A RESIDENTIAL CONTRACTOR A REBATE OF THE DEDUCTIBLE OR OTHERWISE ACCEPTING ANY ALLOWANCE OR DISCOUNT FROM THE RESIDENTIAL CONTRACTOR TO COVER THE COST OF THE DEDUCTIBLE. MIQUATIONS MAY BE PUNISHABLE BY CIVIL OR CRIMINAL PENALTIES.

PROPERTY ADDRES: 303 S. 109 SUMME

INSURED ON COSCE

DATE: 4/25/19

IN THE DISTRICT COURT OF DOUGLAS COUNTY, NEBRASKA

MILLARD GUTTER COMPANY, a Corporation d/b/a MILLARD ROOFING AND GUTTER,) CASE NO: CI
Plaintiff,)
)
vs.) PRAECIPE
SAFECO INSURANCE COMPANY., A)
LIBERTY MUTUAL INSURANCE CO.)
a/k/a LIBERTY MUTUAL INSURANCE)
AGENCY a/k/a LIBERTY MUTUAL)
INSURANCE GROUP, INC.,)
Defendant.)

TO: Clerk of the District Court for Douglas County, Nebraska.

Please issue a Summons to be served with a copy of the Complaint upon the Defendant State Farm Insurance Company at the following address:

Registered Agent for Liberty Mutual CSC - Lawyers Incorporating Service, Co. 233 South 13th St., Ste. 1900 Lincoln, NE 68508

DATED this 19th day of July 2023.

MILLARD GUTTER COMPANY, a Corporation d/b/a MILLARD ROOFING AND GUTTER, Plaintiff,

By:

Philip O. Cusic #25666 Anne Marcotte, #19802 Sodoro Law Group 13924 Gold Circle Omaha, Nebraska 68144 (402) 504-9346 pcusic@sodorolaw.com amarcotte@sodorolaw.com Attorneys for Plaintiff

SERVICE RETURN	Doc.	No.	867029
Percellan Pinterial Co. of			

				NE 6818			
ID:			rd Gutter Com				
					I hereby certify that on		
	upon the party	<i>y</i> :	, at	o'clock _	_M. I served copies of the Summo		
	by						
	-	 _					
				· · · · · · · · · · · · · · · · · · ·			
	as required by	/ Nebraska s	tate law.				
	Service and re	eturn \$					
	Сору						
	Mileage	miles					
	TOTAL	\$.					
	Date:			BY:			
	Date:BY:(Sheriff or authorized person)						
	CERTIFIED MAIL						
	PROOF OF SERVICE Copies of the Summons were mailed by certified mail, TO THE PARTY:						
	At the following	ng address: _					
	•						
	on the	day of			, as required by Nebraska state la		
			•				

To: Safeco Insurance Co. 233 South 13th St Suite 1900 Lincoln, NE 68508 From: Philip O Cusic 1350 Woodmen Tower Omaha, NE 68102



2021 2720 0001 5355 0240

\$10.69 US POSTAGE 7 OZ FIRST-CLASS MAIL FLATS RATE RENEL¹ 062S0014950406 18499457 FROM 68144



stamos endicia 08/09/2023

USPS FIRST CLASS MAIL®

Sodoro Law Group 13924 GOLD CIR OMAHA NE 68144-2308 0023

SHIP TO: Safeco Insurance Co. 233 S 13th St Ste 1900 Lincoln NE 68508-2000

USPS CERTIFIED MAIL™



9414 7112 0620 3230 0934 18